

IMPORTANT!! PLEASE READ CAREFULLY.

SURPLUS ROCK PERMIT PROVISIONS

SPECIAL PROVISIONS

1. All permit applications will be approved on a first-come first-serve basis provided that all required forms, fees, and related documents have been submitted and deemed accurate and complete.
2. The permit can be revoked or cancelled at any time upon written notification from the Solid Waste Management Division (SWMD). Upon cancellation, the Permittee shall cease all activities and restore the Permit Site (and any other portion of the Premises disturbed by the Permittee) to a neat and acceptable condition to the satisfaction of the SWMD.
3. This permit is valid for a maximum of three months from the "Permit Issued" date. Permittee must request an extension in writing three working days prior to the "Permit Expires" date. Any extension of this permit shall be at the sole discretion of SWMD.
4. The SWMD requires written confirmation from the Local Jurisdictional Agency approving the haul route ingressing and egressing the Premises.
5. After the inspection fee deposit has been exhausted, the Permittee shall remit royalty payments along with a report of the quantity of material removed on a weekly basis per Standard Provision No. 22 of this permit. The report and royalty payment shall be due and payable on or before the 10th of every month until the total quantity of material requested has been removed. Said monthly royalty payment shall be in accordance with the SWMD's current Schedule of Fees Ordinance in effect on the first day of the month in which the material was removed.
6. The SWMD's Schedule of Fees Ordinance is subject to change by the County Board of Supervisors (Board). The Board typically considers changes in the Schedule of Fees Ordinance to take effect at the beginning of each fiscal year (July 1). Should the materials removal rate be adjusted at any time during the life of this permit in accordance with changes to the Schedule of Fees Ordinance, the Permittee shall have the right to continue materials removal based on the new rate or request cancellation of its permit prior to the effective date of the new rate. Upon cancellation, the Permittee shall be responsible for restoring the Permit Site to the satisfaction of the SWMD prior to vacating the Premises. The SWMD shall not be responsible for any impact to contractual obligations the Permittee may have with any clients as a result of revisions to the SWMD's Schedule of Fees Ordinance.

STANDARD PROVISIONS

1. **The term of this permit is for three months.** The SWMD will coordinate an extension(s) to the permit term upon receipt of a completed **SWMD Permit Amendment Application** at least thirty days prior to the expiration date. SWMD reserves the right not to approve any application for extension of a permit.

2. No revisions to the approved plans shall be made during operations without review, written approval and/or permit amendment from the SWMD.
3. No stockpiling shall be maintained within the Premises (except within the Permit Site), and equipment shall be kept out of any part of the Premises except within the Permit Site, except as approved by SWMD in writing.
4. All applicable fees required for this permit shall be in accordance with the SWMD's current Schedule of Fees Ordinance in effect on the first day of the month in which the required fee is due.
5. A deposit in the amount of 50% of the total dollar amount of material to be purchased is required in advance for the first 5,000 cubic yards.
6. All monies for the purchase of material are due within 30 days of notification of approval of permit.
7. The site will be accessed through existing entrance gates only. Active Disposal Site gates will be opened and closed by disposal site operations contractor in accordance with site operating hours. Permittee will only be allowed on site during permitted days and hours the site is open to the public. Access to closed and inactive sites will be as specified by SWMD. Closed and inactive site gates will be closed by Permittee when Permittee is not on site. All gates shall be closed and locked with SWMD's locks when Permittee is not on site. If the gates are not properly locked as a result of Permittee's failure, any damage to and/or within the Premises will be paid by the Permittee.
8. The proposed activity within the Permit Site shall be in compliance with all applicable regulatory permits related to the Premises, including any applicable dust control, litter control, noise and operating hours or other requirements.
9. The Permittee shall not have exclusive use of the Permit Site. The SWMD may allow other Permittee's access to the area to engage in permitted activities.
10. Stop signs or other traffic control devices shall be placed as may be required by a SWMD engineer.
11. Traffic control signs shall be installed at all locations entering public right-of-way in accordance with the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) 2003 as amended by the MUTCD 2003 California Supplement, to prescribe uniform standards and specifications for all official traffic control devices in California.
12. All loads and vehicles accessing the Permit Site shall comply with applicable State Motor Vehicle requirements.
13. All loads, haul roads and stockpiles shall be watered down to preclude dust at all times, including periods of inactivity. Loads shall maintain a minimum of 6-inches of freeboard or shall be covered prior to leaving the job site.

14. Any spillage on site or on public streets shall be required to be cleaned up by sweeping at sole cost of Permittee.
15. Ingress and egress shall take place on approved routes only. Any other proposed routes will have to be reviewed and approved by the SWMD.
16. The rate of removal/disposal shall be limited to approximately 10 truck loads per hour.
17. Sufficient on-site parking and circulation areas to accommodate trucks entering and exiting the site and waiting to be loaded shall be provided.
18. Stockpiled material shall:
 - Not be within the Premises (except within the Permit Site).
 - Be a minimum of 500-feet from any structure. The actual location shall be approved by the SWMD.
 - Be limited to an amount of material that can be hauled off within a reasonable amount of time as determined by SWMD.
19. SWMD makes no guarantee as to the actual quantities available or the quality of material. Permittee shall furnish SWMD, for approval, quantities of material removed from the borrow site on a weekly basis.
20. Inactive or closed site hours of operation shall be limited to between 7:00 AM and 5:00 PM, Monday through Friday. No equipment shall be started or operated before 7:00 AM.
21. The proposed rock removal area within the Permit Site will be graded in such a manner that the area will drain in a similar manner as that prior to the excavation.
22. If removal of mature vegetation is determined to be unavoidable, the Permittee shall consult the SWMD prior to such action.
23. The daily load counts and royalties are due and payable weekly. Failure to provide quantities and royalties by the specified due date shall be cause for immediate suspension and possible revocation of the permit. Upon suspension, all activities authorized under this permit shall cease until a written notice to commence activities is issued by the SWMD.
24. Monies on deposit or paid in advance for the purchase of materials not removed from the permitted site will be refunded to the Permittee.
25. Written approval shall be provided from the SWMD for any temporary offices, temporary screening plant or any type of portable plant.
26. No oil, fuel or flammable liquid of any kind shall be stored in any area within 100-year high water elevation mark and no asphalt plant or any other structure shall be set up within Permit Site.
27. The Permittee representative and SWMD inspector shall meet to identify the actual area of Permit Site. The area shall be delineated to prohibit trespassing outside the Permit Site. The method of delineation shall be agreed upon and field coordinated with the SWMD inspector.

28. At any time during the life of this permit, the SWMD may revise, modify or add provisions to this permit as may be required by Regulatory Agencies and/or safety responsibilities of the SWMD.
29. Activities allowed under this permit may require improvements to the SWMD's existing access road or the construction of additional access roads to meet the Permittee's needs or standards. The Permittee shall incur any and all construction costs and shall be solely responsible for securing all required environmental approvals necessary to upgrade any existing access road or for the construction of additional access roads to meet the needs of the Permittee.
30. Either the SWMD or Permittee may terminate this permit by giving the other party thirty (30) days written notice of its election to terminate.
31. Should maintenance activities be required at anytime, the Permittee shall coordinate the permit activity with the SWMD.
32. As material processing/removal progresses, it shall be performed in a neat and orderly manner in accordance with Exhibit "A". Vertical surfaces shall be in and in accordance with Mining, Safety and Health Administration regulations and approved by the SWMD

GENERAL PROVISIONS

1. Exercise of this permit, by Permittee or Permittee's authorized agent, shall indicate acceptance of all of the provisions of this permit. Permittee shall require all contractors doing work on this project to be familiar with all of the requirements of this permit. Violation of any provisions of this permit shall be cause for immediate revocation of the permit.

2. **INSURANCE**

Coverage: Without in any way affecting the indemnity herein provided and in addition thereto, the Permittee shall secure and maintain, throughout the term of the permit, the following types of insurance with limits as shown:

a. Worker's Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Permittee and all risks to such persons under this permit.

If Permittee has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Permittees that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

b. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles.

The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

c. Additional Named Insured - All policies, except for the Workers' Compensation, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities which may arise out of or result from Permittee's construction, operation, use or activities on the Premises, including the Permit Site .

d. Waiver of Subrogation Rights - Permittee shall require the carriers of the above-required coverages to waive all rights of subrogation against the County and its officers, employees, agents, volunteers, contractors, and subcontractors.

e. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

f. Proof of Coverage – Permittee shall immediately furnish certificates of insurance to the SWMD evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of any action under this permit, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the SWMD. Such insurance shall be maintained from the time activities commence pursuant to this permit until the final cessation of such activity.

3. This permit shall not become valid until a Certificate of Insurance has been completed by your contractor's insurance company and approved by SWMD. If the permit activity is to be completed by Permittee's forces, the Certificate of Insurance shall be completed by Permittee's insurance company and approved by SWMD.
4. The Permittee shall indemnify and hold the County and all officers, employees and agents of said public body free and harmless from any and every claim, demand or action for damages, or injury to any person or persons or property of any kind whatsoever, and any cost or expense in connection therewith, and agrees to defend the County of San Bernardino, and all officers, employees and agents of said public body against any claims or demands which may arise out of or result from Permittee's construction, operation, use or activities on the Premises, including the Permit Site .
5. Prior to beginning any activity authorized in this permit, the Permittee and/or Permittee's authorized agent, shall notify Underground Service Alert (USA) at 1-800-422-4133 at least 48 hours in advance to coordinate the permit activity on Permit Site.
6. In accepting this permit, the Permittee agrees to replace any existing improvements which may include but not be limited to access road pavement, irrigation pipelines, chain link fencing and landscaping with acceptable products, installed to size, line and grade as the existing products removed and as approved by the SWMD.
7. Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, the entire cost of removal and replacement, including the cost of all materials used in the work thus removed, shall be borne by the Permittee, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the SWMD, shall upon order of the SWMD, be uncovered to the extent required, and the Permittee shall bear the entire cost of performing all the work and furnishing all the equipment and materials necessary for the removal and subsequent replacement of the covering, as directed by the SWMD.

8. Should installation or maintenance activities be required during the period October 15 to April 15, work shall be undertaken within a 5-day clear weather forecast. Permittee shall maintain and provide for a flood watch when storm conditions threaten, and have personnel and equipment available on a 24-hour schedule and provide the SWMD with the names and after-hours phone numbers of responsible supervisory personnel.
9. Any survey monuments which will be disturbed or destroyed shall be replaced in accordance with County Surveyor's requirements at Permittees expense.
10. Access to the SWMD's disposal sites shall remain open and free to authorized vehicular traffic at all times. Alternate access to the facilities shall be provided when existing access is severed or impaired. Permittee must prevent the public or unauthorized persons from entering the Permit Site (or Premises, if the Premises are accessible because of Permittee's presence on the Permit Site).
11. Permittee shall, at all times, exercise proper dust control and dust abatement.
12. At any time during the life of this permit, the SWMD may revise, modify or add provisions to this permit as may be required to meet the responsibilities of the SWMD.
13. The location of any temporary construction roadways or ramps which the Permittee may wish to build within the Permit Site shall be subject to the approval of the SWMD.
14. This permit is valid only to the extent of the County's jurisdiction. Permits or other approvals required by other cognizant agencies or underlying fee owners of the County's easement lands shall be the responsibility of the Permittee. Nothing contained in this permit shall be construed as a relinquishment of any rights now held by the County.
15. If the Permittee should refuse or neglect to comply with the provisions of the permit, or the orders of the SWMD, the SWMD may have such provisions or orders carried out by others at the expense of the Permittee.
16. If the Permittee fails to comply with any obligation contained herein, Permittee shall be liable to the SWMD for any administrative expenses and attorney's fees incurred in obtaining compliance with this permit and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.
17. No part of the activities authorized under this permit shall be accepted in phases. All work within the Permit Site must be completed prior to SWMD acceptance of improvements within the Permit Site.
18. At the completion of the Permittee's operations, the area shall be cleaned, graded and dressed to the satisfaction of the SWMD. A joint inspection (Permittee/SWMD) shall be made to determine if the work has been completed in accordance with permit requirements.
19. This permit is valid only for the purpose specified herein. All proposed changes shall be submitted, in writing, for SWMD review and approval.
20. Activities under this Permit are subject to any instructions of the Division Manager of the SWMD or his representative. ALL INSTRUCTIONS MUST BE STRICTLY OBSERVED.
21. SWMD activities shall take precedence at all times and, when any work or activity must be performed to carry out the functions and purposes of the SWMD, Permittee must allow same to be done without interference.

22. Any damage caused to SWMD facilities or structures by reason of the exercise of the Permit shall be repaired at the cost of the Permittee to the satisfaction of the SWMD. Permittee will be billed for the actual cost to the SWMD should Permittee neglect to make such repairs promptly.
23. Any SWMD right-of-way monuments, construction stakes or survey monuments that are removed, disturbed, or destroyed as a result of activity under permit will be replaced by the SWMD. Permittee will be billed and agrees to immediately pay all costs of such replacement.
24. Unless otherwise specified herein, this permit is subject to all prior permits, agreements, easements, privileges or other rights, whether recorded or unrecorded, in the area specified in this permit. Permittee shall make his own arrangements with holders of such prior rights.
25. The permitted activities shall be in accordance with:
 - a. The San Bernardino County Department of Public Works, Solid Waste Management Division Specifications, available at the Department of Public Works/SWMD, 222 West Hospitality Lane, Second Floor, San Bernardino, California 92415; and
 - b. All applicable provisions of all regulatory permits relating to the Premises.
26. All work associated with the activities authorized under this permit shall conform with all Cal-OSHA requirements. Prior to any shoring activity, the Permittee or Permittee's authorized agent shall submit to SWMD shoring plans, signed and approved by a registered engineer, and copies of required permits.
27. It shall be the responsibility of the Permittee and/or the Permittee's authorized agent to insure that all personnel performing work authorized under this permit are adequately trained and have appropriate safety gear and equipment before entering any confined space.
28. The Permittee shall comply with all applicable National Pollutant Discharge Elimination System (NPDES) requirements to reduce or eliminate pollution of stormwater discharges into waters of the United States. In this regard, the Permittee shall utilize best management practices in the operation and storage of equipment, machinery, fuels, etc., to prevent any pollutants from being discharged into any storm drain and/or channel systems. In addition, pollutants (including sediment) generated as a result of the activity authorized by this permit shall not be discharged into the drainage system.
29. Should future activities of the SWMD so require, the Permittee shall, at Permittee's expense, relocate all or any part of the subject works as so required.
30. The SWMD will consider time extensions to the permit upon receipt of a written request from the Permittee thirty days prior to expiration.
31. The area disturbed by permitted activities shall be kept to minimum and shall be limited to that area actually being worked.
32. No nuisance shall be allowed on any of the Premises and the Permittee shall exercise diligence in precluding any dumping operations in the area by patrolling or installing barriers to deter unauthorized access when the premises are not supervised.
33. Any unauthorized structure or portions thereof placed on Permit Site (or any other part of the Premises) or which affect SWMD structures, must be removed by Permittee without cost to the SWMD.

34. Violation of any provision contained therein, without written consent of the SWMD, shall be cause for immediate revocation of this permit after written notice to the Permittee of any violation not remedied within thirty days following said written notice.
35. Upon cancellation or revocation of this permit, for any cause whatsoever, Permittee shall immediately cease all activities authorized hereunder, shall restore the Permit Site (or any other portion of the Premises disturbed by the Permittee), and all structures and facilities to the satisfaction of the SWMD, and shall vacate the Premises. Should Permittee neglect to restore the Permit Site (or any other portion of the Premises disturbed by the Permittee), or any structures or facilities to a condition satisfactory to the SWMD, the SWMD will perform such work and Permittee agrees to reimburse the SWMD for all actual costs of work performed.
36. If the permit term is extended, an annual inspection fee shall be due each year on the anniversary date of the permit. The annual inspection fee shall be based on the SWMD's current Schedule of Fees Ordinance in effect on the anniversary date of the permit.
37. It is expressly understood that the area involved under this permit is subject to inundation from storm or flood at any time, and that the SWMD shall not, in any way, be obligated to afford protection against said flows, or to assume any cost for damages. The SWMD reserves the right to divert any storm or flood flows upon any land under this permit any time, and no diversion of such shall be made by the Permittee without the consent of the SWMD.
38. If applicable, the Permittee shall provide a wheel shaker or other approved device at the entrance of the job site to minimize debris track out on public streets.
39. The Permittee shall comply with all provisions of Rule 403-Fugitive Dust of South Coast Air Quality Management SWMD or similar rule of Air Board having jurisdiction of permit site.